

FOR COUNCIL MEETING OF: February 9, 1987

AGENDA CATEGORY

RECOMMENDATION

Notify Prior to Meeting:
Spokane Valley Advisory Council?
Other? _____

RECEIVED

FEB 08 1987

**CITY CLERK'S OFFICE
SPOKANE, WA**

TO: **MAYOR AND CITY COUNCIL**
 For Action
 For Information

- Hearing
- Annexation
- Report
- Contract
- Resolution
- Emergency Ord.
- First Rdg. Ord.
- Report of City Manager
- Accept
- Approve
- Deny
- Place on File
- Set Hrg. / Review
- Date For: _____
- Defer / Continue
- To: _____
- Council Direction

Clerk's File # OPR 87-83 /
Eng. / LID # _____ BID # _____

AGENDA WORDING:

Interlocal agreement between the City of Spokane and Fire District #9,
Spokane County.

BACKGROUND:

Agreement authorizes joint public bids for acquisition of goods and services and disposition of property between the City of Spokane and Fire District #9.

ENVIRONMENTAL FINDING: _____

FISCAL IMPACT: _____

BUDGET ACCOUNT #: _____

ATTACHMENTS: (list) Agreement. **on file for review in
Office of City Clerk**

Signatures of:

Submitting Department Purchasing

Legal

Manager (Finance, Administration,
Engineering, or Planning)

Finance

City Manager TEN
BP

COUNCIL ACTION:

DISTRIBUTION AFTER COUNCIL ACTION:

**APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:**

FEB 09 1987

Marilyn J. Montgomery
CITY CLERK

Accounting
Budget Control
Purchasing
Fire District #9

~~Legal~~
Spokane Auditor
Secretary of State
CCAF 6

City Clerk's No. OPR 87-83

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, and the FIRE DISTRICT #9, a governmental agency of the State of Washington.

W I T N E S S E T H:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties also wish to utilize each other's agreements where it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE. This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT - TERMINATION. This agreement shall remain in force until canceled by either party in writing.

5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. HOLD-HARMLESS. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

12. SEVERABILITY. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

SIGNED on February 10, 1987

CITY OF SPOKANE

By: [Signature]
City Manager

Attest: [Signature]
City Clerk

SIGNED on January 27, 1987

SPOKANE COUNTY
FIRE DISTRICT #9

By: Robert E. Anderson
Title: Commissioner

By: Alan C. Peterson
Title: Commissioner

By: [Signature]
Title: Commissioner

Approves as to form:

[Signature]
Assistant City Attorney

DATE: Feb. 11, 1987
I HEREBY CERTIFY THIS IS A TRUE AND
ACCURATE COPY OF THE ORIGINAL WHICH
IS ON FILE IN THE OFFICE OF THE CITY
CLERK.
[Signature]
CITY CLERK
SEAL: CITY OF SPOKANE
COUNTY OF SPOKANE
STATE OF WA.
W & C H

FILED OR RECORDED
REQUEST OF City Clerk
FEB 17 2 36 PM '87

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY
700
SNELL

3
5th fl. City Hall
99201-3333



February 12, 1987

OPR 87-83 ✓
CPR 87-3

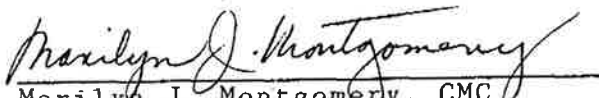
Mr. William E. Donahue
Spokane County Auditor
W. 1116 Broadway
Spokane, Wa. 99201

Dear Mr. Donahue:

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE
COUNTY FIRE DISTRICT #9 AUTHORIZING JOINT PUBLIC BIDS

We are filing one certified copy of the above agreement with
your office in accordance with RCW 39.34.040.

Yours very truly,


Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM/cs

Enclosures

cc: Fire District #9



February 12, 1987

OPR 87-83 ✓
CPR 87-3


Mr. Ralph Munro
Secretary of State
Olympia, Wa. 98504

Dear Mr. Munro:

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE
COUNTY FIRE DISTRICT #9 AUTHORIZING JOINT PUBLIC BIDS

We are filing one certified copy of the above agreement with
your office in accordance with RCW 39.34.040.

Yours very truly,


Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM/cs

Enclosures

cc: Fire District #9

January 20, 1987



Mr. Bob Anderson
Fire District #9
North 1003 Division
Spokane, WA 99218

Subject: Intergovernmental Cooperation Agreement

~~To Our Valued Supplier:~~

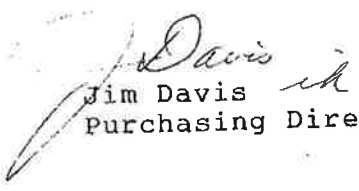
This contract has been approved as to form by the City of Spokane and is sent to you for signature. Please approve the statements and contents by signature and return to:

Director of Purchasing
Municipal Building - Room #14
West 808 Spokane Falls Boulevard
Spokane, WA 99201-3316

This contract reflects all specifications and requirements agreed to and you must be prepared to comply in all respects.

When the contract has been fully executed you will be sent a copy for your files.

Thank you for your continued cooperation.


Jim Davis
Purchasing Director

JD:ih

Enclosure

PURCHASING DEPARTMENT
COUNCIL CHAMBER LEVEL, MUNICIPAL BUILDING / W. 808 SPOKANE FALLS BOULEVARD
SPOKANE, WASHINGTON 99201-3316 / (509) 456-3850

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